

## DECLARATION FOR PATENT APPLICATION

As a below named inventor, I declare that I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

### **HUMAN TUMOR NECROSIS FACTOR RECEPTOR TR9**

the specification of which [ ] is attached hereto or [X] was filed on 3/16/00 as Application Serial No. 09/527,236 and was amended on \_\_\_\_\_ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application, which designated at least one country other than the United States listed below, and have also identified below any foreign application for patent or inventor's certificate, or PCT international application having a filing date before that of the application on which priority is claimed. Prior Foreign Application(s):

|                             |                             |                             | <u>Priority Claimed</u> |    |
|-----------------------------|-----------------------------|-----------------------------|-------------------------|----|
|                             |                             |                             | Yes                     | No |
| <u>                    </u> | <u>                    </u> | <u>                    </u> |                         |    |
| (Number)                    | (Country)                   | (Day/Month/Year Filed)      |                         |    |

I hereby claim the benefit under Title 35, United States Code, Section 119(e) of any United States provisional application(s) listed below:

|                          |                       |
|--------------------------|-----------------------|
| <u>60/052,991</u>        | <u>June 11, 1997</u>  |
| (Application Serial No.) | (Filing Date)         |
| <u>60/126,019</u>        | <u>March 24, 1999</u> |
| (Application Serial No.) | (Filing Date)         |
| <u>60/134,220</u>        | <u>May 14, 1999</u>   |
| (Application Serial No.) | (Filing Date)         |

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) or under § 365(b) of any PCT international application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

|                          |                      |  |
|--------------------------|----------------------|--|
| <u>09/095,094</u>        | <u>June 10, 1998</u> | <u>Pending</u>                         |
| (Application Serial No.) | (Filing Date)        | (Status: patented, pending, abandoned) |

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith: James H. Davis (Reg. No. 40,582), Kenley K. Hoover (Reg. No. 40,302), Michele M. Wales (Reg. No. 43,975), Jonathan L. Klein (Reg. No. 41,119), and Joseph J. Kenny (Reg. No. 43,710) of Human Genome Sciences, Inc., 9410 Key West Avenue, Rockville, Maryland, 20850.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first joint inventor:

Jian Ni

Inventor's signature:

Date:

7/5/00

Residence: 5502 Manorfield Road, Rockville, MD

Citizenship: CN

Post Office Address: same as above

Full name of additional joint inventor:

Guo-Liang Yu

Inventor's signature:

Date:

7/18/00

Residence: 242 Gravatt Drive, Berkeley, California 94705

Citizenship: CN

Post Office Address: same as above

Full name of first joint inventor:

Ping Fan

Inventor's signature:

Date:

Aug 22/00

Residence: 335 West Side Drive, #302, Gaithersburg, MD 20878

Citizenship: CN

Post Office Address: same as above

Full name of first joint inventor:

Reiner L. Gentz

Inventor's signature:

Date:

7/12/00

Residence: 13608 Mount Prospect Drive, Rockville, MD 20850

Citizenship: DE

Post Office Address: same as above

Docket No. PF375P1

2 of 2

11-14-2000

U.S.

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BOX ASSIGNMENTS  
Case Docket No. PF375P.



101515556

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

10/04/02  
10/04/02  
10/04/02



01/10/02

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks.  
Please record the attached original documents or copy thereof.

## 1. Name of conveying parties:

Jian Ni, Guo-Liang Yu, Ping Fan, Reiner Gentz

Additional name(s) of conveying party(ies) attached?

Yes ☐ No ☒

## 3. Nature of conveyance

- ☒ Assignment  
☐ Security Agreement  
☐ Other \_\_\_\_\_

- ☐ Merger  
☐ Change of Name

Execution Dates: 9/12/00 (Ni); Gu-Liang Yu (9/11/00); Ping Fan (9/11/00); and Reiner Gentz (9/16/00).

## 2. Name and address of receiving party(ies):

Name: **Human Genome Sciences, Inc.**  
Street Address **9410 Key West Avenue**  
City **Rockville, Maryland 20850**

Additional name(s) of conveying party(ies) attached?

Yes ☐ No ☒

MRD 9/22/00

## 4. Title: **Human Tumor Necrosis Factor Receptor TR9**

## 5. Application number (s) or patent numbers (s)

If this document is being filed together with a new application, the execution date of the application is

\*\*\*\*\*

A. Patent Application No. 09/527,236  
filed March 16, 2000.

B. Patent No.  
Additional numbers attached?  
Yes ☐ No ☐

## 6. Name and address of party to whom correspondence concerning documents should be mailed:

**Human Genome Sciences, Inc.**  
**9410 Key West Avenue**  
**Rockville, Maryland 20850**  
**Telephone: 301-309-8504 Facsimile: 301-309-8439**

## 7. Total of applications and patents involved

1

## 8. Total Fee (37 CFR 3.41) ..... \$40.00

- ☐ Enclosed (By check in total of filing fee and Assignment Recordation Fee)  
☒ Authorized to be charged to Deposit Account

## 9. Deposit Account No. **08-3425** (Attached duplicated copy of this page if paying by deposit account)

## 10. If any additional fees due in connection with the recordation of this Assignment, please charge the same to Deposit No. **08-3425**

## 11. Statement and Signature

The best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Jonathan L. Klein**  
Name of Person Signing  
41,119

Signature

Date

Registration No.

Total number of pages including cover sheet, attachment, and documents: five (5)

Recordation Form Cover Sheet

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, Jian Ni, Guo-Liang Yu, Ping Fan and Reiner L. Gentz hereby sells, assigns, transfers, and sets over to Human Genome Sciences, Inc. ("Assignee") having a place of business at 9410 Key West Avenue, Rockville, MD 20850, its successors, assigns and legal representatives, his/her entire right, title and interest, including the right to sue and collect for all past, present and future damages, for the United States of America, including all its territories and possessions, and all other countries,

- (a) in and to the invention(s) known as Human Tumor Necrosis Factor Receptor TR9 for which application(s) for patent in the United States of America has been executed by the undersigned on July 5, July 18, August 22 and July 12, respectively, (also known as United States Application No. 09/527,236, filed March 16, 2000), in any and all applications thereon, in any and all Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing (continuation, divisional) applications, reissues, extensions, renewals and reexaminations of the patent application or patent therefor listed above in part (a), to the full extent of the term or terms for which patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals, and examinations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

Each of the undersigned further agrees that said Assignee may apply for and receive patent(s) for said invention(s) in its own name; and agrees to execute all papers necessary in connection with said application(s) and any continuing application(s) (continuation, divisional, or continuation-in-part), substitutes, renewals, reissues, reexaminations, extensions, and all other patent applications on all such invention(s), including all rightful oaths, declarations, powers of attorney and other papers; and agrees to execute separate assignments in connection with such application(s) as the Assignee may deem necessary and expedient; and agrees to communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said invention(s) and the history thereof; and agrees to cooperate fully and completely with said Assignee, its successors, assigns, and representatives in securing, maintaining, and enforcing proper patent protection for said invention(s) and for vesting title to said invention(s) and all patent applications and all patents on said invention(s) in Assignee, its successors, assigns and representatives.

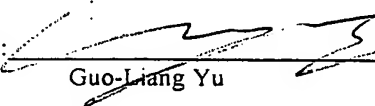
Each of the undersigned agrees to execute all papers necessary in connection with any interference that may be declared or litigation that may be instituted concerning the application(s) or patent(s) referred to above and to cooperate fully and completely with the Assignee, its successors, assigns, and representatives in obtaining evidence and going forward with such interference or litigation, including providing testimonial evidence.

Each of the undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

Each of the undersigned hereby grants the power to James H. Davis (Reg. No. 40,582), Kenley Hoover (Reg. No. 40,302), Michele Wales (Reg. No. 43,975), Jonathan Klein (Reg. No. 41,119), and Joseph Kenny (Reg. No. 43,710) of Human Genome Sciences, Inc., 9410 Key West Avenue, Rockville, MD, 20850 to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the dates opposite their signatures:

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jian Ni

Inventor's Signature:  \_\_\_\_\_ Date: 9/11/00  
Guo-Liang Yu

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Ping Fan

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Reiner L. Gentz

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, Jian Ni, Guo-Liang Yu, Ping Fan and Reiner L. Gentz hereby sells, assigns, transfers, and sets over to Human Genome Sciences, Inc. ("Assignee") having a place of business at 9410 Key West Avenue, Rockville, MD 20850, its successors, assigns and legal representatives, his/her entire right, title and interest, including the right to sue and collect for all past, present and future damages, for the United States of America, including all its territories and possessions, and all other countries,

- (a) in and to the invention(s) known as Human Tumor Necrosis Factor Receptor TR9 for which application(s) for patent in the United States of America has been executed by the undersigned on July 5, July 18, August 22 and July 12, respectively, (also known as United States Application No. 09/527,236, filed March 16, 2000), in any and all applications thereon, in any and all Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing (continuation, divisional) applications, reissues, extensions, renewals and reexaminations of the patent application or patent therefor listed above in part (a), to the full extent of the term or terms for which patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals, and examinations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

Each of the undersigned further agrees that said Assignee may apply for and receive patent(s) for said invention(s) in its own name; and agrees to execute all papers necessary in connection with said application(s) and any continuing application(s) (continuation, divisional, or continuation-in-part), substitutes, renewals, reissues, reexaminations, extensions, and all other patent applications on all such invention(s), including all rightful oaths, declarations, powers of attorney and other papers; and agrees to execute separate assignments in connection with such application(s) as the Assignee may deem necessary and expedient; and agrees to communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said invention(s) and the history thereof; and agrees to cooperate fully and completely with said Assignee, its successors, assigns, and representatives in securing, maintaining, and enforcing proper patent protection for said invention(s) and for vesting title to said invention(s) and all patent applications and all patents on said invention(s) in Assignee, its successors, assigns and representatives.

Each of the undersigned agrees to execute all papers necessary in connection with any interference that may be declared or litigation that may be instituted concerning the application(s) or patent(s) referred to above and to cooperate fully and completely with the Assignee, its successors, assigns, and representatives in obtaining evidence and going forward with such interference or litigation, including providing testimonial evidence.


Each of the undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

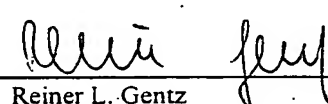
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IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the dates opposite their signatures:

Inventor's Signature:  Date: 9/12/00  
Jian Ni

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Guo-Liang Yu

Inventor's Signature:  Date: Sept 11, 2000  
Ping Fan

Inventor's Signature:  Date: 9/16/00  
Reiner L. Gentz



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JANUARY 11, 2001

HUMAN GENOME SCIENCES, INC.  
JONATHAN L. KLEIN  
9410 KEY WEST AVENUE  
ROCKVILLE, MARYLAND 20850

PTAS  
**RECEIVED**



\*101515556A\*

JAN 15 2001

PTAS  
JKE  
HGS PATENT DEPT.

PF 395p2

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/22/2000

REEL/FRAME: 011226/0440  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
NI, JIAN

DOC DATE: 09/12/2000

ASSIGNOR:  
YU, GU-LIANG

DOC DATE: 09/11/2000

ASSIGNOR:  
GENTZ, REINER

DOC DATE: 09/16/2000

ASSIGNOR:  
FAN, PING

DOC DATE: 09/11/2000

ASSIGNEE:  
HUMAN GENOME SCIENCES, INC.  
9410 KEY WEST AVENUE  
ROCKVILLE, MARYLAND 20850

SERIAL NUMBER: 09527236  
PATENT NUMBER:

FILING DATE: 03/16/2000  
ISSUE DATE:



011226/0440 PAGE 2

PAULA MCCRAY, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS